

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

WEST PUBLISHING CORPORATION

Plaintiff,

v.

RICHARD STEVE WILLIAMS, RIZEUP MEDIA,  
INC., JOHN BRYANT, TRAVIS HOECHLIN,  
AND VAIDAS CIKOTAS

Defendants.

Case No.: 22-cv-02383 (PAE)

**PRELIMINARY INJUNCTION BY CONSENT**

THIS CAUSE coming to be heard for entry of a Preliminary Injunction by Consent, the Court having considered the proposed Order, and pending further Order of the Court, it is hereby ordered as follows:

1. RizeUp shall cease any further commission or similar payments to any current or former West Publishing employees (including but not limited to any payments to members of their family and/or any legal entities they operate) for referrals or introductions to RizeUp (a) made while the referring individual was employed by West Publishing or (b) made in violation of any non-solicitation and/or non-competition obligation owed to West Publishing.
2. RizeUp shall cease any further communications with any current West Publishing employees, or any member of their respective families or households, about possible referrals to RizeUp, and RizeUp shall not enter into employment, independent contractor or consulting arrangements with any such persons while they are employed by West Publishing.
3. RizeUp shall cease any further communications with any of the following former West Publishing employees, or any member of their respective families or households, about possible referrals to RizeUp: Mark Day, Jonathan Chasin, Angela Low, Craig Smith, Patrick Colburn, Sheila Amiry, Benjamin Rifkin, nor shall RizeUp enter into independent contractor or consulting arrangements with any such persons.

4. RizeUp shall cease any further communications with any other former West Publishing employees, or any member of their respective families or households, about possible referrals to RizeUp, to the extent any such communications would violate any contractual, common law, or statutory duties owed to West Publishing.
5. Until June 30, 2023, Steve Williams and Vaidas Cikotas are prohibited from (a) directly or indirectly soliciting or performing services on behalf of RizeUp in any sales territory that was assigned to them during their last 12 months of employment with West Publishing, or (b) directly or indirectly selling RizeUp services competitive to FindLaw including website design, search engine optimization, pay per click, social media marketing, and local service ads for lawyers to any individual or entity that is known or that reasonably should be known to them to be a FindLaw website customer (e.g., based on a FindLaw copyright notice or other FindLaw attribution appearing on the prospective customer's website).
6. RizeUp is prohibited from inducing any current or former West Publishing employee to violate his or her contractual, common law, or statutory duties to West Publishing.
7. RizeUp and its employees are prohibited from communicating in any advertising materials or written or verbal customer solicitations; (a) any knowledge of West Publishing's business operations and commercial policies; or (b) any knowledge of the terms of any contractual relationships between West Publishing and its customers, including but not limited to any knowledge of contract renewal or expiration dates. Provided, however, that if a prospective customer raises any such issues, RizeUp and its employees may respond, so long as they do not reveal any confidential West Publishing information when doing so.
8. RizeUp and its employees are prohibited from directly or indirectly making any defamatory statements about West Publishing, its affiliates and their current and former officers, directors, employees, owners, customers, suppliers or business partners.
9. RizeUp and its employees are prohibited from using or disclosing to any person, firm, corporation or other entity any of West Publishing's trade secrets or confidential information.
10. RizeUp and its employees are prohibited from deleting or altering any data, documents, communications or information that refer or relate in any way to the allegations in the original or any amended complaint in this matter, including but not limited to any relevant communications on any devices – whether personal devices or devices owned by RizeUp. This includes, but is not limited to, texts, emails, voice mails or any other form of communication or any other form of document, data or information.
11. Within ten (10) business days of the entry of this Order, RizeUp shall require all of its then-current independent contractors to acknowledge and agree to the restrictions in paragraphs 7-10 of this Order. Likewise, RizeUp shall require any future independent contractors to acknowledge and agree to the restrictions in paragraphs 7-10 of this Order as a condition

precedent to the independent contractor relationship. Upon request, RizeUp shall provide to West Publishing copies of such written acknowledgements/agreements.

12. Nothing in this Order shall prevent any party from requesting additional injunctive relief or modification of this Order, upon showing of good cause.
13. The preliminary injunction hearing currently scheduled for June 7, 2022 is hereby cancelled. In its place, the parties shall appear for a Case Management Conference at 2:00 p.m. on June 7, 2022 in Courtroom 1305 at the Thurgood Marshall U.S. Courthouse, 40 Centre Street, New York, New York 10007.
14. This Order replaces the existing Temporary Restraining Order by Consent [ECF 14] entered on March 30, 2022.

SO STIPULATED AND AGREED:

Dated: May 23, 2022  
New York, New York

By: /s/ A. Millie Warner  
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Media, Inc., John Bryant, Travis  
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Hon. Paul A. Engelmayer  
May 25, 2022